Our Customer Relationship Agreement
IINET CABLE SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE IINET CABLE SERVICE DESCRIPTION

Our Customer Relationship Agreement

1.1 This is the iiNet Cable Service Description of our CRA under which we supply a iiNet Cable Service to you. Prior to the activation of the iiNet Cable Service, the terms and conditions of your previous service provider apply. After activation of the iiNet Cable Service, these terms and conditions apply.

1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the iiNet Cable Service. If we supply you the Netphone Service with the Cable Service, the Phone Service Description will also apply with respect to the Netphone Service.

2. THE IINET CABLE SERVICE

What is the iiNet Cable Service?

2.1 The iiNet Cable service will be delivered using hybrid fibre/coaxial cable technology, so you get access to fast and high quality home broadband.

Service requirements and restrictions

2.2 In order to receive the iiNet Cable Service you must

(a) Meet all of our System Requirements (**System Requirements** means the pre-requisite computer hardware and operating systems required for installation and customer support as specified on our support page on our Website); and

(b) Allow access to our technicians or contractors to install, or arrange for the installation of, all the required equipment.

2.3 The Service is only available in locations which are sites enabled by TransACT HFC technology.

2.4 You acknowledge that:

(a) you may not be able to receive the Service at your location;

(b) we do not provide technical support for Services under the following conditions:

(A) running internal networks connected to the Service;

(B) running network services or providing network services to others via the Service;

(C) running connectivity software other than that provided with the Modem; or

(D) Macintosh operating systems below v10.0

(c) the Arris Touchstone CM820a Modem (**Cable Modem**) supports only 1 directly connected computer or router.

(d) we do not guarantee that the Cable Modem or other software will be compatible with any network of machines.

(e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;

(f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service. These services and products include but are not limited to older fax machines, Panasonic cordless analogue phones, Commander phone systems, PABX, line-hunt groups and other analogue devices;

(g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.

(h) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your rights in relation to Interruptions to the Service, as set out in clauses 14.4 to 14.8 of the General Terms.

2.5 You must be over 18 years of age to apply for the Service.

Contract Term

2.6 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After

the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. INSTALLING THE SERVICE

3.1 We will notify you of service activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.

3.2 We will endeavour to deliver any hardware purchased promptly after approval of your Application.

3.3 You acknowledge that we may activate the Service before delivering the hardware.

3.4 You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (eg electrician or licensed cabler).

3.5 If you notify us that your hardware contains faulty components, you must give us sufficient information to assess the hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

4. SOFTWARE

4.1 We may choose to provide you with Cable Modem software and other software for use with the Service (**Software**).

Licence to use

4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Software subject to this clause 4 and any end user agreement provided with the Software at the time of installation.

Restrictions on Use

4.3 Where we provide Software to you, you must:

(a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any additional users you have requested. If you have requested additional users, we will give you the number of licenses that corresponds to the number of additional users requested;

(b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act* 1968;

(c) only use the Software in accordance with our reasonable directions from time to time;

(d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;

(e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and

(f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.

4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

5. EQUIPMENT

5.1 We will provide you with the Cable Modem you order from us in your Application. Risk and title in the Cable Modem passes to you on delivery.

5.2 Subject to our repair obligations under the warranty specified in the Warranty Information Statement, the operation of the Cable Modem and any repairs to it will be your responsibility.

6. IINET CABLE SPECIFICS

Terms and conditions general

6.1 The iiNet Cable Service is a broadband service delivered over a hybrid network of fibre optic communications cable. Broadband provides access to the Internet and related services, such as email and the world wide web.

6.2 iiNet Cable can only be provided in those premises in which the necessary infrastructure has been installed.

6.3 You are responsible for all wiring at your Premises.

6.4 Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively after service activation you may lodge a fault with us and we will arrange a technician to attend your Premises (you must be at the Premises as required at the time the technician attends the Premises to fix the fault). The technician will quote you a variable fee for service based on any work required.

Fault reporting and restoration

6.5 If your Service is faulty, in most cases you will be required to be at the Premises where the Service is installed for the fault to be fixed. If we require you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.

6.6 If you lodge a fault on the Service and a technician has attended your Premises, and the fault is found to be within Your Equipment (excluding where the fault is isolated to your wiring under which clause 6.7 applies), you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

6.7 If you lodge a fault on the Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or

you can request that we perform the required work. If requested, we will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a variable fee for service based on the work required.

Cancellation

6.8 To cancel your Service the authorised account holder must contact us and we will cancel the Service, subject to proof of identify and other requirements.

Other Information relating to the iiNet Cable Service

6.9 You acknowledge and agree that:

(a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Service;

(b) prior to the date that the Service is provided by us, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;

(c) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Service is provided by us;

(d) our staff or representatives and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;

(e) if you make an Application for the Service, any pending orders in relation to your existing service will be cancelled;

(f) whether or not we provide the Service to you is dependent on a number of factors including availability of the Service. The availability of the Service also varies depending on the geographic and technical capability of the underlying Network;

(g) to receive the Service, you are required to use the supplied Cable Modem. We are under no obligation to provide the Service to you if you choose not to use the supplied Cable Modem;

(h) if we agree to provide the Service to you, we will advise you if there is any significant delay during the Application process.

7. SERVICE CHARGES AND BILLING

Service charges

7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.

7.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

Billing

7.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.

7.4 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

7.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of charges

7.6 Service charges will accrue from:

(a) the date on which the Service is first connected; or

(b) 14 days after the service activation,

which ever happens first.

Payment

7.7 You must pay the charges for the Service:

(a) by direct debit payment from your credit card or nominated bank account; or

(b) by an acceptable method as described on your invoice.

7.8 If you provide us with your credit card details for the purposes of paying for the Service, we may:

(a) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 7.6;

(b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;

(c) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and

(d) charge any Break Fee payable under clauses 9.3 to your credit card immediately on notice of cancellation of the Service.

7.9 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

7.10 Subject to your rights in relation to Interruptions to the Service as set out in clauses 14.4 to 14.8 of the General Terms, you must continue to pay the charges for the Service even if:

(a) your computer is not working;

(b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or

(c) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

8. MONTHLY USAGE ALLOWANCE AND SHAPING

Exempted Sites

8.1 There are certain sites on the Internet (**Exempted Sites**) from which you can Download without the Usage counting towards your Monthly Usage Allowance and, if you do reach your Monthly Usage Allowance, downloads from these Exempted Sites are not affected by Excess Usage Charges or Shaping and can continue to be downloaded at High Speed. A list of these Exempted Sites is available on our Website. We may, at our discretion, make changes to this list from time to time.

8.2 Some Exempted Sites contain links to content that is external to the Exempted Sites and this external content will be included in your Monthly Usage Allowance.

8.3 Only Downloads from Exempted Sites are excluded from your Monthly Usage Allowance. Data uploaded to Exempted Sites is counted towards your Monthly Usage Allowance.

8.4 Content purchased from the iTunes Store (Australia only) will not be counted towards your Monthly Usage Allowance. Podcasts and feature film trailers delivered via iTunes will be counted towards your Monthly Usage Allowance. All traffic incurred by usage of iTunes Stores outside of Australia will count towards your Monthly Usage Allowance. Apple Computer Australia Pty Ltd provides the iTunes Store service. Apple Computer Australia Pty Ltd provides all charging and support of the service.

8.5 You must not illegally copy or redistribute content available through the iTunes Store (Australia).

Monthly Usage Allowance

8.6 Each iiNet Cable Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at high speed during a Billing Month (regardless of the number of days in that month). Barring Exempted Sites, all traffic is counted towards the Monthly Usage Allowance on the Service.

8.7 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service (**Billing Month**). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

Shaping

8.8 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped (Downstream and Upstream).

8.9 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.

8.10 Your Service is shaped during the period (On Peak or Off Peak) in which you have exceeded your Usage.

8.11 You may purchase additional quota for your plan by adding a Data Pack as outlined in the Pricing Schedule. Quota is added to either period (On Peak or Off Peak). Any unused allowance in your Data Pack in any Billing Month cannot be rolled over into subsequent Billing Months.

Monitoring your Usage

8.12 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.

8.13 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

9. CANCELLATION, SUSPENSION AND VARIATION

Cancellation or suspension by us

9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Cancellation or suspension by you

9.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.3.

9.3 If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply. Subject to our Billing Policy, you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related iiNet Entity to you.

9.4 The iiNet Cable Service cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

Variations

9.5 You may vary a iiNet Cable Pricing Plan within the Service range to another iiNet Cable Service Pricing Plan within that range. A fee for making a variation may apply as described in the Pricing Schedule.

9.6 If you vary your Service or iiNet Cable Pricing Plan by using the online Toolbox, you are responsible for ensuring that the varied Service selected by you meets your requirements.

9.7 The variation of your Service or iiNet Cable Pricing Plan will not affect the duration of the Contract Term.

9.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

10. IINET CABLE SERVICE AND MOVING PREMISES

Cancellation or disconnection of your iiNet Cable Service

10.1 To cancel your Service the authorised account holder must contact us and request us to cancel the service, subject to proof of identify and other requirements.

Moving Premises

10.2 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Service.

10.3 If the Service is available at your new Premises:

(a) we may accept your Application and provide the Service at your new Premises; and

(b) we will charge you a setup fee as specified in the Pricing Schedule.

10.4 If the Service is not available at your new Premises and you move before the end of the Contract Term and:

(a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.3, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).

(b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee payable under clause 9.3 will apply.

11. CUSTOMER SUPPORT

Fault reporting and rectification

11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

11.2 We will use reasonable endeavours to rectify the fault within 72 working hours after you report a fault to us in accordance with clause 11.1. However, depending on the nature of the fault, rectification may take longer than 72 working hours.

11.3 We provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated additional users for the Service), networking devices or local area networks to the Service.

Back-Up Service

11.4 As there is no telephone line associated with this service, the backup Dialup Service may only be accessed where a PSTN service exists.

Warranty

11.5 We provide the warranty periods specified in the Warranty Information Statement at no extra cost, for the Cable Modem we supply to you. The warranty periods do not apply where you have supplied your own modem or other equipment.

Software

11.6 We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

12. USE OF THE SERVICE

12.1 When using the Service you must comply with:

(a) our CRA, including clause 4 of the General Terms, and this clause 12; and

(b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.

12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).

12.3 You must ensure that any software you use in relation to the Service is properly licensed.

12.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.

12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.

12.6 We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:

(a) deleting transitory data that has been stored on our servers for longer than 90 days;

(b) deleting stored email messages that are older than 90 days;

(c) rejecting any incoming email messages and attachments that exceed 30 Megabytes (including encapsulation);

(d) delivering access and content via proxy servers;

(e) limiting the number of addresses to whom an outgoing email can be sent;

(f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;

(g) managing the Network to prioritise certain types of Internet traffic over others; and

(h) blocking or filtering specific Internet ports.

12.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.

12.8 You may request additional users on the Service in accordance with the Pricing Schedule.

12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.

12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.

12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.